OFF REC 10546 PG 1833

General Offices
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MELODY, INC. music by Muzak

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Dade & Broward Counties

MUZAK PROGRAM SERVICE AGREEMENT

79R295582

AGREEMENT made this 19th day of June 1979, between MELODY, INC., a Florida corporation, d/b/a "MUSIC BY MUZAK", (hereinafter called "MUZAK") and ...

owner and operator of THE TREASURY STORE #5022

located at 1700 W. 49th Street, Hialeah, Fla. Phone 822-6700

(hereinafter called "SUBSCRIBER").

WHEREIN IT IS MUTUALLY AGREED:

1. MUZAK hereby agrees to make available to SUBSCRIBER at the above described premises the MUZAK PROGRAM SERVICE, as it may from time to time be constituted and at the times furnished. SUBSCRIBER agrees to and does hereby accept the MUZAK PROGRAM SERVICE as made available and as it may from time to time be constituted and at the times furnished.

2. In order to enable SUBSCRIBER to receive the MUZAK PROGRAM SERVICE, MUZAK shall install and keep in operating condition for the reception of the MUZAK programs at the above designated premises, MUZAK equipment as follows

SYSTEM 40 PLAYBACK MACHINES

All MUZAK equipment shall at all times be and remain the sole and absolute property of MUZAK. SUBSCRIBER is given permission to use same and on the terms and conditions herein stated. Any Conduit and Junctions Boxes required for the installation of this MUZAK SYSTEM is to be provided and installed by the SUBSCRIBER. INST. CHARGE $ 45.00

FST 1.80

3. SUBSCRIBER hereby agrees to pay to MUZAK, at its office, the following

(a) Upon signing of this Agreement:

(1) An initial charge for installation of transmission lines and MUZAK equipment $ 46.80

(2) One month's fee in advance in the sum of $ 35.00

TOTAL $ 81.80

(b) A MONTHLY TRANSMISSION CHARGE payable each month in advance, in the event the premises are closed during the life of this Agreement, in the sum of $ N/C

(c) A MONTHLY FEE, payable each month IN ADVANCE during the life of this Agreement, in the sum of $ 35.00

(d) All federal, state and municipal taxes, excises and other imposts now or hereafter levied and required to be collected by MUZAK.

THE ABOVE CHARGES INCLUDE PERFORMANCE FEES FOR THE MUZAK PROGRAM TO ASCAP AND BMI

4. The term of this Agreement for the MUZAK PROGRAM SERVICE shall be for ~~a period of~~ Month-to-month beginning UPON COMPLETION and shall continue thereafter for subsequent like periods unless terminated by either party by written notice sent to the other at the above addresses by registered mail at least sixty (60) days prior to the expiration of the original term or any renewal thereof. Upon the termination of this Agreement for any reason or cause whatsoever, SUBSCRIBER shall forthwith surrender to MUZAK all of the MUZAK equipment; and MUZAK shall have thirty (30) days thereafter within which to remove said equipment. MUZAK shall have no obligation to repair, replace or otherwise re-establish the original set of conditions on and after the removal of said equipment.

5. Subscriber agrees that during term of this agreement or any renewal thereof, it will not permit the installation in the above described premises of any other device for the reproduction of music, except the system installed herein or variation of system deemed necessary in the judgment of MELODY Incorporated; and the privilege herein granted to MELODY Incorporated to install such a system in the above described premises shall be exclusive to MELODY Incorporated.

6. In order that the quality of the reception of the MUZAK PROGRAM SERVICE at SUBSCRIBER'S premises shall be properly maintained, MUZAK agrees that to the extent it desires and deems necessary, MUZAK shall inspect, repair and/or service the said MUZAK equipment and shall for such purpose at all times have free access to the premises of SUBSCRIBER and the said MUZAK equipment. If, subsequently, there are any changes in the initial installation of equipment, SUBSCRIBER shall pay MUZAK in advance the installation charge for same at MUZAK'S prevailing rate.

7. In the event that the MUZAK PROGRAM SERVICE is not furnished by MUZAK to SUBSCRIBER because of strike, mechanical failure, the elements, act of God, government rulings or regulations, emergency, or other causes in the public interest, or for any reason, similar or dissimilar, beyond the control of MUZAK, same shall not be deemed to be a breach of this Agreement and MUZAK shall not be liable for any loss, damage or delay caused thereby. MUZAK agrees that if the said PROGRAM SERVICE is not furnished by it to SUBSCRIBER for twenty-four (24) consecutive hours and SUBSCRIBER gives MUZAK notice of such interruption in writing prior to the end of the day during which such interruption commences, MUZAK will credit SUBSCRIBER'S account with an amount equal to one-thirtieth (1/30th) of the monthly PROGRAM SERVICE charge for each consecutive twenty four hour period during which such interruption continues, which credit shall constitute MUZAK'S sole obligation to SUBSCRIBER. Such credit shall not be given if such interruption results from any negligence or other fault of SUBSCRIBER or from a breach by SUBSCRIBER of any term or condition of this Agreement.

8. If SUBSCRIBER attempts to remove, sell or encumber in any way any of the MUZAK equipment, or if SUBSCRIBER shall vacate or dispose of the designated premises or discontinue its business there, or discontinue the MUZAK PROGRAM SERVICE or default in any payment hereunder or violate any term or condition of this Agreement, or if any levy or attachment is made or any proceeding in bankruptcy or insolvency is instituted by or against SUBSCRIBER or its business or property, or if SUBSCRIBER shall enter into any arrangement or composition with its creditors, then and in any such event, the monthly charge for each and every month of the balance of the then current contract period shall immediately become due and payable without notice, at the option of MUZAK, and MUZAK shall have the right without notice to discontinue the MUZAK PROGRAM SERVICE without relieving SUBSCRIBER of liability for any monies due or to become due under this Agreement and/or to enter at any time the premises of SUBSCRIBER wherein any MUZAK equipment is located and to take possession and remove all of same without recourse to any legal proceedings for that purpose, and without any liability whatsoever arising therefrom.

9. SUBSCRIBER agrees to provide a power outlet within five (5) feet of the MUZAK Master Receiver or amplifier location. SUBSCRIBER shall not change the location of any MUZAK equipment or make any additions or alterations to it and shall be fully responsible for the good condition of same, subject to reasonable use thereof.

10. SUBSCRIBER shall not use the MUZAK PROGRAM SERVICE to displace a live orchestra and shall not transmit the Programs or use the MUZAK PROGRAM SERVICE outside of the premises herein designated.

11. All representations and promises of every kind are merged into this Agreement which constitutes the entire and only Agreement between the SUBSCRIBER and MUZAK and no modification or failure to enforce any of the provisions hereof shall be valid or deemed a waiver thereof unless made in writing and signed by an officer of MUZAK.

12. SUBSCRIBER shall not transfer or assign this Agreement or any of the rights hereunder without the prior written consent of MUZAK.

13. MUZAK shall not be held responsible for any payments made unless by check made payable to the order of MELODY, INC.

14. All the promises of this Agreement shall bind and inure to the benefit of the heirs, assigns, successors, executors and administrators of the parties hereto. In the event that the SUBSCRIBER rents, sublets, leases, assigns, sells or otherwise divests himself temporarily or permanently of the ownership or control of the business, or premises for which this wired music is furnished, the person to whom the business or premises is so rented, sublet, leased, assigned or sold shall be bound by and receive all the benefits from this contract, unless he or it, if a corporation, indicates his or its rejection of this contract in writing; but in the event that said person refuses to accept this contract in writing, the SUBSCRIBER whose signature is affixed hereto agrees that he or it, if a corporation, will pay to MUZAK as liquidated damages a sum of money equivalent to the sum that would have been due and payable if the contract had been carried out to its completion.

15. In the event any monies earned by MUZAK under this contract are not paid when due and in case suit shall be brought for the collection thereof, or the same is placed in the hands of an attorney or if the services of an attorney are necessary for the recovery by MUZAK of equipment installed pursuant to this contract, then and in either of such events, the SUBSCRIBER shall pay to the attorneys fees and costs incurred by MUZAK for making collection and/or recovery.

16. SUBSCRIBER assumes the full risk of loss or damage to MUZAK's equipment installed on SUBSCRIBER's premises pursuant to the terms and conditions of this agreement.

17. Should the cost to MUZAK increase in any manner after the execution of this Agreement, then and in that event, and commencing on the 1st day of January next following the date of this Agreement, MUZAK shall have the right to increase the charges provided for in Paragraph 3 by eight percent (8 percent). Such monthly fee may be increased on the first day of each January following the date of this Agreement by eight percent (8percent) of the monthly rate in the year preceding.

18. The installation charge as stated in this Agreement is based upon MUZAK installing the equipment with its own personnel. Should it be deemed necessary or expedient for MUZAK to have any of said equipment (or any lines to the same) installed by other than its employees SUBSCRIBER agrees to pay the increased cost of same. Such increased cost shall be paid prior to installation of such equipment.

19. ...

IN WITNESS WHEREOF, the SUBSCRIBER and MUZAK have executed this Agreement in duplicate as of the date first above written.

MELODY, INC. THE TREASURY STORE #5022
SUBSCRIBER

By: [signature] ByX [signature]
Authorized Signature

Subscribed and sworn to before me by ROBERT C PEARL this 6 day of July 1979

My commission expires NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES MARCH 4 1980 BONDED THRU GENERAL INS. UNDERWRITERS

[signature] Notary Public, State of Florida